

EXHIBIT 37

Filed
10 July 12 A11:23
Amalia Rodriguez-Mendoza
District Clerk
Travis District
D-1-GV-10-001013

No. _____

IN THE MATTER OF:

STATE OF TEXAS

AND

WORLD AVENUE U.S.A., LLC,
AND THEUSEFUL, LLC

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

ASSURANCE OF VOLUNTARY COMPLIANCE

THE STATE OF TEXAS ("State") acting by and through Attorney General Greg Abbott, and Respondents World Avenue USA, LLC ("World Avenue") and TheUseful, LLC ("TheUseful"), hereby agree to and respectfully submit for the Court's approval and filing in accordance with, TEX. BUS. & COM. CODE ANN. § 17.58 (Vernon Supp. 2009), this Assurance of Voluntary Compliance ("Assurance").

STIPULATIONS

The parties, through their respective attorneys, make the following stipulations:

1. The Office of the Attorney General ("OAG") has investigated certain potential claims and causes of action under the Texas Deceptive Trade Practices – Consumer Protection Act, TEX. BUS. & COM. CODE ANN. §§ 17.41 *et seq.* (Vernon 1987 and Supp. 2009) ("DTPA") related to TheUseful potentially having caused confusion or misunderstanding as to the Texas Attorney General's sponsorship, approval, or certification of World Avenue's and TheUseful's goods or services.

2. World Avenue and TheUseful deny having done or participated in any of the activities set forth in paragraph 1 above and denies that it has violated any law.

3. The parties agree and stipulate that this Assurance is being filed for the sole purpose of addressing the OAG's claims, without engaging in protracted and expensive litigation, and that this Assurance is not a finding of any wrongdoing;

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4. The OAG, World Avenue and TheUseful agree to and do not contest the entry of the Assurance by this Court;

5. The signatory hereto is counsel for World Avenue and TheUseful; he is authorized to sign this Assurance on behalf of World Avenue and TheUseful; and, he has read the Assurance and agrees to entry of same on behalf of World Avenue and TheUseful;

6. The OAG has jurisdiction in this matter under section 17.47 of the DTPA;

7. The venue of this cause is proper in Travis County; and

8. Except for the parties expressly named in this Assurance, this Assurance in no way affects any individual's right of action under the DTPA.

DEFINITIONS

It is further stipulated for purposes of this Assurance, the following definitions will apply:

9. "Advertising" or "Advertisement(s)" means any message, created published and/or distributed under the direction or control of TheUseful to the general public or any segment thereof, including but not limited to communications made through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services, and software), and communications made in print, which includes but is not limited to letters, pamphlets, flyers, newspapers, magazines, periodicals, and books. For purposes of this Assurance, Advertisements include lead-ins.

10. "Assisting Others" means knowingly formulating or providing, or arranging for the formulation or provision of, any marketing materials.

11. "World Avenue" means World Avenue U.S.A., LLC and includes its parents, subsidiaries, officers, agents, servants, employees, successors and assigns as well as any other persons acting on its behalf who receive actual notice of this Assurance by personal service or otherwise.

12. "TheUseful" means TheUseful, LLC and includes its parents, subsidiaries, officers, agents, servants, employees, successors and assigns as well as any other persons acting on its behalf who receive actual notice of this Assurance by personal service or otherwise, including World Avenue USA, LLC, as defined above.

RELIEF

13. In consideration of the releases described below and the other agreements contained herein, the Parties agree as follows:

- A. TheUseful will not misrepresent or Assist Others in misrepresenting, expressly or by implication, that the State of Texas or any Texas state attorney approves or has approved any of TheUseful's products or services, including but not limited to statements such as
 - i. "Texas Attorney General outstanding commendation of World Avenue and/or TheUseful"; and
 - ii. "Texas State Attorney sides with World Avenue and/or TheUseful as a quality leader."
- B. TheUseful shall at all times maintain written policies and procedures to monitor and review Advertisements to ensure that they do not contain representations that are false, misleading, or cause confusion, including but not limited to stating or implying that the Texas Attorney General has endorsed or endorses TheUseful products or has commended or commends TheUseful for being a quality leader. TheUseful shall provide the State with a copy of such written policies and procedures within thirty (30) days of the Effective Date of this Assurance and, at the State's request, at anytime thereafter.

- C. TheUseful shall prevent, or upon discovery remove, the public display of any Advertisement that is false, misleading, or causes confusion, including but not limited to Advertisements stating or implying that the Texas Attorney General has endorsed or endorses TheUseful products or has commended or commends TheUseful for being a quality leader.

ATTORNEYS' FEES, COSTS, AND PAYMENT TO THE STATE

14. TheUseful agrees to reimburse the State for the attorneys' fees and costs that the OAG has incurred in connection with its investigation of World Avenue and TheUseful and the entry of this Assurance, in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00).

15. TheUseful agrees to deliver these payments, in the form of a company check, certified check, or wire transfer, bearing or referencing the OAG's case number (#082519414), no later than thirty (30) days after the Effective Date, to the Office of the Attorney General, Consumer Protection & Public Health Division, William P. Clements Building, 300 West 15th Street, Ninth Floor, Austin, Texas 78701.

RELEASE

16. The OAG shall not institute any further civil proceedings nor take any further civil action against World Avenue and TheUseful under the DTPA with respect to the subject matter of this Assurance as described in Paragraph 1 up to and including the Effective Date of this Assurance. Nothing herein shall waive the States' rights to enforce this Assurance or to assert claims against World Avenue and TheUseful for any other violation of law not related to the subject matter of this Assurance.

MISCELLANEOUS PROVISIONS

17. This Assurance contains the entire agreement between World Avenue and TheUseful and the State as to all matters addressed herein.

18. This Assurance shall be deemed effective on the day it is approved and filed by the Court. To the extent that the provisions of this Assurance "conflict" with any Texas, local, or federal law or regulation that now exists, or is later enacted or amended, such law or regulation, and not this Assurance, shall apply. For the purpose of this Assurance, such "conflict" exists if conduct prohibited by this Assurance is required or expressly permitted by such Texas, local, or federal law or regulation, or if conduct required by this Assurance is prohibited by such Texas, local, or federal law or regulation.

19. This Assurance is governed by section 17.58 of the DTPA. The parties agree that, should any clause, provision, or section of this Assurance, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

20. The parties agree that this Assurance shall not be modified or terminated except by written agreement signed by the parties and filed with the Court.

21. TheUseful agrees that it will not participate directly or indirectly in any activity to form a separate entity or corporation which engages in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purpose of this Assurance.

22. This Assurance shall not be construed against either party as the drafter, because World Avenue, TheUseful and the State participated in the drafting of this Assurance.

23. The State, World Avenue and TheUseful each acknowledges and agrees that nothing in this Assurance is intended to constitute, nor shall it be used to constitute, evidence of the truth of any alleged violation that may have been or may ever be asserted by any individual against World Avenue and TheUseful.

24. World Avenue and TheUseful agree that it will not represent to the public that this Assurance constitutes approval by the OAG or the Court of any of World Avenue's or TheUseful's actions or business activities.


AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:

GREG ABBOTT
Attorney General of Texas

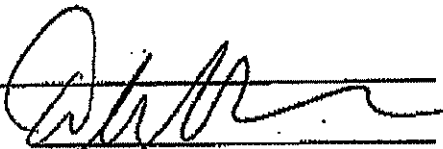
C. ANDREW WEBER
First Assistant Attorney General

DAVID S. MORALES
Deputy Attorney General for Civil
Litigation

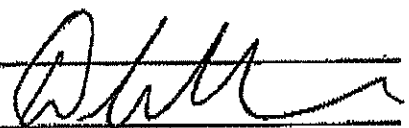
PAUL D. CARMONA
Chief, Consumer Protection and Public
Health

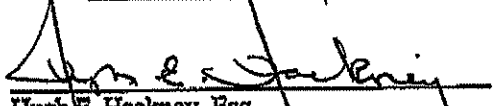

COREY DAVID KINTZER
State Bar No. 24046219
Assistant Attorney General
Office of the Texas Attorney General
Consumer Protection and Public Health
Division
P.O. Box 12548
Austin, Texas 78711
(512) 936-0585 (telephone)

WORLD AVENUE, USA, LLC.

By: 
Title: President

THEUSEFUL, LLC

By: 
Title: President


Hugh E. Hackney, Esq.
State Bar No. 08670000
Greenberg Traurig
2200 Ross Avenue, Suite 5200
(214) 665-3676 (telephone)
(214) 665-3601 (facsimile)
**ATTORNEY FOR WORLD AVENUE,
USA LLC AND THEUSEFUL, LLC**